

**STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
Medicaid Services Bureau
Health Policy and Services Division**

**Agreement for Participation
as a
Primary Care Provider
in the
Montana Medicaid PASSPORT To Health Program**

This PASSPORT To Health provider agreement is entered into by the Montana Department of Public Health and Human Services (the "Department") and

(Enter Name of Solo PASSPORT Provider OR Group PASSPORT Provider)
(the "Primary Care Provider" or "PCP")

Contract Effective Through 7/31/06

Section I. General Statement of Purpose and Intent

The Department contracts with primary care providers participating in the Montana Medicaid Program to provide primary care and management of other health care needs, through appropriate referral and authorization of certain Medicaid services, for recipients who may select or be assigned to the contracting providers. This agreement describes the terms and conditions under which the agreement is made and the responsibilities of the parties thereto. This agreement is supplementary to the terms of participation in the provider's Medicaid enrollment form.

Persons with disabilities who need an alternative accessible format of this information, or who require some other reasonable accommodation in order to participate in Medicaid, should contact the Montana Department of Public Health and Human Services through:

PASSPORT To Health Program
Provider Relations Unit
PO Box 4936
Helena, MT 59604

In state phone number	(800) 624-3958
Out of state and Helena phone number	(406) 442-1837
Fax number	(406) 442-4402

Section II. General Statement of Law

The Montana Medicaid PASSPORT To Health Program is a Primary Care Case Management (PCCM) system implemented pursuant to a waiver granted by the Secretary, U.S. Department of Health and Human Services, in accordance with Title XIX of the Social Security Act, and is subject to the laws of the State of Montana and the regulations of the Montana Medicaid Program. This agreement shall be

construed as supplementary to the usual provider participation agreement entered into by providers participating in the Medicaid Program, and all provisions of that agreement (except to the extent superseded by the specific terms of the PASSPORT supplementary agreement) shall remain in full force and effect. The provider agrees to abide by all existing laws, regulations, rules, and procedures pursuant to the PASSPORT To Health Program and Medicaid participation including title VI of the Civil Rights Acts of 1964; title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the Americans with Disabilities Act.

Section III. Definitions

"Authorize" or "PCP Approval" means the approval by a PASSPORT primary care provider for the delivery to an enrollee by another Medicaid provider of a Medicaid service that requires PASSPORT approval. Authorization includes the provision of the provider's PASSPORT number to the treating provider. The primary care provider shall establish the parameters of the authorization. Authorization may be done verbally or in writing. The treating provider will not be reimbursed by Medicaid for a service for an enrollee without the correct PASSPORT provider number if the Medicaid service requires PASSPORT approval.

"Clinic" means a federally qualified health center, a rural health clinic, Indian Health Service clinic (IHS), or any other clinic that can meet the requirements of this agreement and can enroll as a Medicaid provider.

"Emergency" means those services which are required to evaluate and stabilize a medical condition manifested by acute symptoms of sufficient severity (including pain) such that a prudent layperson could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or the unborn child) in serious jeopardy, serious impairment to bodily function, or serious dysfunction of any bodily organ or part. A prudent layperson is a person with average knowledge of health and medicine. A list of emergency diagnosis codes is available on the Montana Medicaid Provider Information website at www.mtmedicaid.org.

"Enrollee" means a Medicaid recipient who is eligible for PASSPORT and who has chosen or been assigned a primary care provider.

"Exempt Recipient" means Medicaid recipients who are eligible for managed care who have proven it would be a medical hardship to participate in a managed care program. The Department has the discretion to determine hardship and to place time limits on all exemptions on a case-by-case basis.

"Exempt Services" are those Medicaid services that do not need to be provided or authorized by the enrollee's primary care provider. (See the *General Information For Providers Manual*.) ALL other services provided to PASSPORT recipients must be provided by or approved by the enrollee's primary care provider to be reimbursed by Medicaid.

"Group PASSPORT Provider" means a PASSPORT provider will be enrolled in the Program as having one or more Medicaid providers practicing under one PASSPORT number. The Group name will be listed as the recipient's PASSPORT provider. The participating

providers are responsible for managing the caseload. Case management fees will be paid as a group under the group's PASSPORT number, separate from the fee-for service reimbursement.

"Ineligible Recipient" means Medicaid recipients who are not allowed by the Department to participate in managed care and will stay on regular Medicaid.

"Medicaid" means the Montana Medicaid Program.

"Mid-Level Practitioners" means physician assistants licensed to practice medicine by the Montana Board of Medical Examiners and advanced practice registered nurses licensed to practice medicine by the Montana Board of Nursing. Advanced practice registered nurses are nurse anesthetists, nurse practitioners, clinical nurse specialists and certified nurse midwives. Montana Medicaid applies the generic term "Mid-level Practitioner" to physician assistants and advanced practice nurses. (This excludes the direct entry midwives as they are not advanced practice certified nurses to practice by the Montana Board of Nursing.) Mid-level practitioners also include practitioners outside Montana who hold appropriate licenses in their own states.

"PASSPORT To Health Program" or "the program" means the primary care case management (PCCM) program for Montana Medicaid recipients.

"Patient Management" means directing and overseeing the delivery of Medicaid services that require PASSPORT approval. Medical services that the primary care provider determines are necessary but cannot provide directly should be arranged (through referral) or authorized by the primary care provider.

"Primary Care" means medical care provided at the enrollee's first point of contact with the health care system, except for emergencies. It includes treatment of illness and injury, health promotion and education, identification of individuals at special risk, early detection of serious disease, an emphasis on preventive health care, and referral to specialists when appropriate.

"Primary Care Provider (PCP)" means a physician, clinic, or mid-level practitioner other than a certified registered nurse anesthetist, who is responsible by agreement with the Department for providing primary care case management to enrollees in the PASSPORT To Health Program.

"Primary Care Provider (PCP) Approval" see "Authorize."

"Primary Care Case Management" or "Managed Care" means promoting the access to, coordination of, quality of, and appropriate use of medical care, and containing the costs of medical care by having an enrollee obtain certain medical care from and through a primary care provider.

"Recipient" or "client" means a person receiving Medicaid benefits.

"Solo PASSPORT Provider" means a PASSPORT provider will be enrolled in the Program as an individual provider with one PASSPORT number. The Solo provider will be listed as the recipient's PASSPORT provider. The Solo provider will be responsible for managing his or

her individual PASSPORT caseload. Case management fees will be paid to the individual provider under the Solo provider's PASSPORT number, separate from fee-for-service reimbursement.

“Treating Provider” means the non-PASSPORT provider.

Section IV. Responsibilities of the PCP:

1. Requirements to Provide Primary Care and Patient Management:

- A. Be a Montana Medicaid enrolled provider.
- B. Comply with all applicable Federal and State laws and regulations.
- C. Agree to practice the provisions in, and sign the Agreement for Participation as, a Primary Care Provider in the Montana Medicaid PASSPORT To Health Program, which includes policy and information outlined in the *PASSPORT To Health Provider Handbook*.
- D. Meet the general requirements listed in the *Provider Requirements* chapter and the *PASSPORT Section* of the *General Information For Providers Manual*.
- E. Provide services to meet the basic medical needs of eligible recipients and provide those services within the parameters of accepted medical practice, within the scope of practice, and code of ethics of the provider's license.
- F. Do not use discriminatory practices against recipients eligible to enroll or use any policy and/or practice that has the effect of discriminating based on protected classes and with regard to enrollees such as separate waiting rooms, separate appointment days, or preference to private pay patients.
- G. Do not discriminate in enrollment, disenrollment, and re-enrollment, based on the recipient's health status or need for health care.
- H. Provide primary care and patient management services to each enrollee, in accordance with the provisions of this agreement, and render necessary service pursuant to the Medicaid Program's provider manuals governing the provision of services in the provider's particular setting.
- I. Provide for arrangements with, or referrals to, sufficient numbers of physicians and other practitioners to ensure that services under the agreement can be furnished to enrollees promptly and without compromise to quality of care.
- J. Provide an appropriate and confidential exchange of information among providers.
- K. Maintain a unified patient medical record for each enrollee. The PCP should request documentation of results of the referral for his or her patient to add to the patient's medical record if the treating provider does not notify the PCP of results. Retain records in accordance with requirements of 45 CFR 74, 3 years after the final payment is made and all pending matters closed, plus additional time if an audit, litigation, or other legal action involving the records is started before or during the original 3 year period ends.
- L. Transfer the PASSPORT enrollee's medical record to the enrollee's new PCP if requested in writing and authorized by the enrollee.
- M. Review enrollee utilization and cost reports provided by Medicaid and advise Medicaid of any errors, omissions, or discrepancies of which the provider may be aware.
- N. Provide, by law, interpreter services free of charge to recipients.
- O. Provide for evaluation of services performed, for Federal/State audits and reviews, and inspection of contractor records to assure quality, appropriateness or timeliness of services and reasonableness of costs.
- P. Provide or arrange for Well Child Check Ups, immunizations, EPSDT services and preventive health services for persons age 20 and under, in accordance with the periodicity schedules found in the *Physician Related Services provider manual*.

2. Accept Appropriate Enrollees

- A. Follow PASSPORT policy and information outlined in the *PASSPORT To Health Provider Handbook*.
- B. Accept enrollees who choose the PCP themselves and those who are assigned randomly to the PCP, in the order in which recipients are enrolled, as long as enrollees meet the PCP-defined caseload limits and restrictions. The Department will assign recipients who fail to choose a PCP. The process takes into account county of residence, age, sex, historical and household usage, and PCP-defined caseload limits and restrictions: age, sex, current patients, family members as current patients, and provider defined case cap.

3. Provide Appropriate Referrals and Keep Accurate Documentation

- A. Follow PASSPORT policy and information outlined in the *PASSPORT To Health Provider Handbook*.
- B. Make and approve referrals when appropriate. Such referrals may be for services exempt from PASSPORT approval. The provider to whom the enrollee is referred must be a Medicaid provider. The person making the approval must be a physician, mid-level practitioner, or registered nurse; approval may be communicated by office staff but may not originate with office staff. Educate and assist recipients in finding services that do not require PASSPORT approval, such as family planning or pregnancy related care.
- C. Document in the enrollee's record all approvals for referrals made to other providers for Medicaid services that require PASSPORT approval. This documentation may also be in a log containing all referral information. Documentation could include date of referral and service, limits, procedures and remarks.
- D. Provide patient management for all Medicaid services, specifically those Medicaid services that require PASSPORT approval. Family planning and pregnancy-related services are specifically excluded from PASSPORT patient management and may be obtained by the PASSPORT enrollee from the provider of choice.

4. Provide Suitable Coverage

- A. Follow PASSPORT policy and information outlined in the *PASSPORT To Health Provider Handbook*.
- B. Provide or arrange for suitable coverage for needed services, consultation, and approval of referrals during normal business hours including 24-hour availability of information, referral, and treatment for emergency medical conditions. This includes coverage during vacations, illnesses and all other absences.

5. Provide Directions and Education For Emergency Care

- A. Follow PASSPORT policy and information outlined in the *PASSPORT To Health Provider Handbook*.
- B. PASSPORT providers must provide **direction** to patients in need of emergency care 24 hours each day, seven days a week. Acceptable coverage for this includes an answering service, call forwarding, provider on-call coverage, answering machine message or other appropriate method where at a minimum it is stated, "If this is an emergency, hang up and either call 911 or go to the emergency room."

6. Provide Acceptable Disenrollment and Termination Practices

- A. Follow PASSPORT policy and information outlined in the *PASSPORT To Health Provider Handbook*.
- B. A provider may disenroll or terminate the provider-patient relationship, in accordance with the provider's professional responsibility by providing 30 days written notice to the recipient and to the Department.

- C. The provider shall continue to provide patient management services for 30 days while the disenrollment is being completed. Only in certain circumstances will an exception be made to this rule. During this time the provider may either continue to treat the recipient or refer to another provider. PASSPORT will assist the recipient in selecting a new PCP.

Section V. Responsibilities of the Department

1. The Department agrees to:

- A. Pay the case management fee each month to the PCP not later than the end of the month. The PCP does not need to bill for the case management fee.
- B. Provide the PCP with a list of his or her enrollees at the beginning of every month. The list will note whether an enrollee's Medicaid eligibility is confirmed as of the date the list was printed.
- C. Analyze utilization of services by enrollees to determine whether PCPs are providing patient management according to the standards of the PASSPORT To Health Program.
- D. Provide the PCP with appropriate reports of utilization and costs for Medicaid services at such intervals as Medicaid may determine appropriate. Provide to any PCP upon request additional information considered appropriate relating to Medicaid utilization and costs for their enrollees.

Section VI. Reimbursement

1. The parties agree that the PCP shall be reimbursed as follows:

- A. Pay each PCP a management fee of \$3.00 a month for each enrollee the PCP has as of the first day of each month. The fee will be paid whether or not services were delivered to an enrollee that month. A case management fee will not be paid for an enrollee whose Medicaid eligibility was not confirmed as of the date the case management fee is issued. The PCP agrees to be paid case management fees in a separate check from the fee-for-service reimbursement check for Medicaid services. The PCP will be assigned a PASSPORT provider number, separate from the Medicaid provider number, which will be used to indicate PASSPORT approval.
- B. The maximum monthly fee that may be paid each primary care provider shall not exceed \$3,000. The maximum monthly fee that may be paid each clinic shall not exceed the amount that is the combination of the maximum allowed for each participating PCP within the clinic. If a waiver has been granted with regard to the upper limit of enrollees, a management fee of \$3.00 per month shall be paid for each enrollee who is above the limit.
- C. Reimburse the PCP for services in accordance with the fee-for-service or cost-based methods specified by regulation for each type of provider when the provider meets all Medicaid requirements found in Medicaid provider manuals listed on the provider information website: <http://www.mtmedicaid.org>.

Section VII. General Terms and Conditions

- 1. A new PASSPORT agreement is required when a provider's Medicaid number changes. Providers must also notify PASSPORT To Health of changes that include, but are not limited to, changes in provider caseload limits, address, phone number, ownership, and a change in provider participation under a PASSPORT agreement.

2. If a provider is added to or terminated, when there are no other changes, to a group PASSPORT agreement, send in a copy of the group agreement signature page with the provider information included as provided in Section VII.4.A.
3. Assignment of Enrollees:
 - A. Limits on number of enrollees per PCP:
 - i. No PCP may have enrolled more than 1,000 enrollees or the number specified by the PCP, whichever is less, except as provided in Section VII.3.A.iii.
 - ii. No clinic participating as a clinic (i.e. with assignments directly to the clinic) may have more than 1,000 enrollees times the number of full time equivalent primary care providers or the number specified by the clinic, whichever is less, except as provided in Section VII.3.A.iii. Interns and residents shall not be included in these calculations.
 - iii. The upper limits on enrollees may be waived by written agreement of the Department if the Department determines that the waiver is necessary to provide sufficient enrollee access to health care.
 - B. Recipient Selection of Providers:
 - i. Recipients may choose a PCP from among participating PCPs in their normal health care delivery area.
 - ii. Recipients who do not choose a PCP will be assigned a PCP by the Department. The assignment to a PCP is based on historical claim or household provider usage if appropriate; to an Indian Health Service (IHS) in a county with an IHS if the recipient is a self-declared Native American; or randomly if appropriate to an available PCP by rotating assignment to participating PCPs who are accepting new enrollees in the recipient's county of residence, which is a delivery site that is within a reasonable time using available and affordable modes of transportation.
 - iii. Recipients shall be permitted to change PCPs upon request up to once per month, using established procedures.
 - iv. The PCP may request removal of a recipient from the provider's PASSPORT caseload as described in Section IV.6.
4. Participation of Persons Employed by Physicians or Clinics:
 - A. Each physician and mid-level practitioner employed by a clinic or a physician, who will be participating as a PASSPORT PCP, must co-sign the PASSPORT agreement, whereby the employee agrees to provide PASSPORT patient management services under the terms and conditions of this agreement in its entirety. The clinic or physician understands and agrees that no employee may function as a PASSPORT PCP if such employee is not a party to the PASSPORT agreement.

Section XIII. Termination From Participation

1. This agreement may be terminated by either party upon 30 days written notice except as noted in Section IV.6. The 30 days will allow enrollees time to select another PCP. The termination becomes effective on the first day of the month following 30 days from the date of the notice.
2. This agreement terminates immediately upon the death of the PCP, sale of the PCP's practice, termination of status as a participating provider in Medicaid, or other sudden onset of a circumstance that prevents the PCP from fulfilling the conditions of this agreement.
3. If agreement is terminated the PCP will supply all information necessary for reimbursement of outstanding Medicaid claims.

4. The Department may terminate the agreement immediately upon written notice to the PCP when such termination is considered to be in Medicaid's best interest to assure the continuation of necessary and appropriate service to Medicaid recipients.
5. Any PCP terminated from PASSPORT participation by the Department for any reason shall have available any rights of review and appeal otherwise provided for by law.
6. Clinics or physicians with employees participating as PASSPORT PCPs shall be required to notify Medicaid within 30 days whenever an employee who has co-signed a PASSPORT agreement leaves the employment of the clinic or physician, or the employee is no longer willing or able to function as a PCP. If this change would reduce the clinic's or physician's upper limit on enrollees to less than the current number of enrollees, the clinic or physician will be allowed up to ninety days from the date of loss of employee's services to secure additional staff. If additional staff is not secured, reassignment will proceed as necessary in whatever manner is deemed most appropriate by Medicaid.
7. This agreement may not be transferred.

Section IX. Scope, Amendment and Interpretation of Agreement

1. This agreement consists of 11 numbered pages. This is the entire agreement between the parties.
2. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained herein.
3. No provisions from a prior agreement of the parties are valid or binding in this agreement.
4. In the event of a dispute as to the duties and responsibilities of the parties under this agreement, the terms the State's policy manuals governing the administration of the Medicaid program (See ARM 37.82.101) and the provider agreement govern over this agreement.
5. If any provision of this agreement is determined by a court of law to be invalid, all other provisions of this agreement remain in effect and are valid and binding on the parties.
6. If any provision of this agreement, per se or as applied, is determined by the Department to be in conflict with any federal or state law or regulation then the provision is inoperative to the extent that the Department determines it is in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.
7. Waiver of any default, breach or failure to perform under this agreement is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this agreement unless reduced to writing as an amendment to this agreement.

Section X. Choice of Law, Remedies and Venue

1. This agreement is governed by the laws of the State of Montana.
2. In the event of litigation concerning this agreement, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

Section XI. PASSPORT Provider Enrollment and Signature Information

1. **Complete and sign Section XI.** Make a copy for your records and send completed Section XI. to:

PASSPORT To Health

Provider Relations

PO Box 4936

Helena, MT 59604

In state phone number (800) 624-3958

Out of state and Helena phone number (406) 442-1837

Fax number (406) 442-4402

2. **Select Solo PASSPORT Provider or Group PASSPORT Provider Type:**

_____ **Solo PASSPORT Provider** - A Solo PASSPORT provider will be enrolled in the Program as an individual provider with one PASSPORT number. The Solo provider will be listed as the recipient's PASSPORT provider. The Solo provider will be responsible for managing his or her individual PASSPORT caseload. Case management fees will be paid to the individual provider under the Solo provider's PASSPORT number, separate from fee-for-service reimbursement.

OR

_____ **Group PASSPORT Provider** – A Group PASSPORT provider will be enrolled in the Program as having one or more Medicaid providers practicing under one PASSPORT number. The Group name will be listed as the recipient's PASSPORT provider. The participating providers will sign the Group signature page and be responsible for managing the caseload. Case management fees will be paid as a group under the group's PASSPORT number, separate from the fee-for service reimbursement. Please check one of the categories below that describes the kind of Group PASSPORT practice:

- _____ Private Group Clinic
_____ Rural Health Clinic
_____ Federally Qualified Health Center
_____ Indian Health Service (IHS)

3. **The PASSPORT Provider's specialty is:**

- _____ Family practice
_____ Internal medicine
_____ Obstetrics/gynecology
_____ Pediatrics
_____ General Practice (Could include any above combination)
_____ Other

4. Complete the following PASSPORT provider enrollment information.

PASSPORT Provider Name

Medicaid Provider Number (Solo Applicant)

Street Address, City, State, Zip Code

Mailing Address, City, State, Zip Code

Office Telephone Number

Fax Number

After Hours Phone Number

Signature of Authorized Contact Representative

Contact Phone Number

5. At the specified address the PCP agrees to accept the following number of enrollees (choose one category):

- _____ any PASSPORT Medicaid recipients up to a limit of _____ (fill in the number up to 1,000 – groups can have up to 1,000 per provider);
- _____ any PASSPORT Medicaid recipients up to a limit of _____ except for those on attached list (fill in number up to 1,000 per provider and attach list of name(s) of Medicaid recipient (s) PCP will not accept as PASSPORT enrollees);
- _____ current caseload only (PASSPORT Medicaid recipients will be notified PCP is only accepting current caseload; PCP will review the PASSPORT-generated list each month of recipients who requested PCP; PCP will indicate who is part of current caseload and return list to Medicaid).

**6. The PCP agrees to accept the following types of PASSPORT patients.
Please check all that apply:**

Ages: _____ All ages
_____ Only under age _____
_____ Only over age _____

Sex: _____ Female
_____ Male

7. List languages (other than English) that are spoken and interpretation is available to patients.

8. Solo PASSPORT Provider and Group PASSPORT Provider Signature(s)

Solo PASSPORT Provider Signature

Date Signed

(All PCPs within a Group PASSPORT Provider must sign.)

Each physician and mid-level practitioner employed by a clinic or a physician, who will be participating as a PASSPORT PCP, must co-sign the PASSPORT agreement, whereby the employee agrees to provide PASSPORT patient management services under the terms and conditions of this agreement in its entirety. The clinic or physician understands and agrees that no employee may function as a PASSPORT PCP if such employee is not a party to the PASSPORT agreement.

[illegible]